

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION, CANTON**

|                        |                     |
|------------------------|---------------------|
| -----X                 |                     |
| In re:                 | : Case No. 21-60861 |
|                        | :                   |
| SAMUEL L YEATER and    | : Chapter 12        |
| MARJORIE L. YEATER,    | :                   |
|                        | : Judge Russ Kendig |
|                        | :                   |
| Debtors and            | :                   |
| Debtors-in-Possession. | :                   |
|                        | :                   |
| -----X                 |                     |

**APPLICATION FOR AUTHORITY TO EMPLOY  
REAL ESTATE SHOWCASE AUCTION COMPANY LLC AS AUCTIONEER**

Now comes Samuel L. Yeater and Marjorie L. Yeater, debtors and debtors in possession, by and through their undersigned co-counsel, and hereby makes this Application for Authority to Employ Real Estate Showcase Auction Company LLC as auctioneer for the purpose, reasons, and upon the terms set forth in this Application:

1. On June 20, 2021 (the "Petition Date"), the Debtors commenced their reorganization case by filing a joint voluntary petition for relief under chapter 12 of the Bankruptcy Code. The Debtors are continuing in possession of their property and are operating and managing their business, as debtors in possession, pursuant to section 1203 of the Bankruptcy Code.

2. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and venue of the Debtor's chapter 12 case and this Application is proper pursuant to 28 U.S.C. §§ 1408 and 1409 and Local Bankruptcy Rules.

3. The Debtors have judgments against them in favor of several creditors. The Debtors have sufficient real estate assets to liquidate to satisfy the judgments against them but, their property is subject to an agricultural easement pursuant to the Ohio Agricultural Easement Purchase Program. Section 2.3 of the agricultural easement contains the following provision: "The legal subdivision of the Protected Property, recording of a subdivision plan, or partition, or any other division of the Protected Property into two or more parcels is prohibited." The State of Ohio has refused to permit the Debtors to sell an already separate parcel relying on the above provision.

4. Because of the agriculture easement, a Chapter 12 proceeding was determined by the Debtors as the best and only chance to obtain a court order authorizing the Debtors to sell the parcel and satisfy their creditors in full.

5. The Debtors seek the Court's authorization to employ Real Estate Showcase Auction Company LLC ("Auctioneer") to conduct a public auction sale of certain real property of the Debtors, specifically 40.093 acres located at Township Road 1806, Ashland, Ohio, PPN O40-008-0-0010-01 (the "Property") which has a scheduled value of \$455,440.00.

6. The Debtors are informed and believe that the Auctioneer has the appropriate auction skills needed to perform the auction. The Auctioneer and Andrew R. White have agreed to perform such auction of the real property and have agreed to accept as its fee such amounts as are determined by the Court.

7. Subject to court approval, the Debtors and the Auctioneer have agreed that the Auctioneer is to be compensated as follows: ten percent (10%) of the high bid price for the Property less reimbursable expenses. The Auctioneer will charge the purchaser(s) ten percent (10%) of the high bid price as a buyer's premium. The buyer's premium will be charged to the purchaser(s) and added to the high bid price to calculate the contracted sales price. The buyer's premium will pay all marketing expenses with the balance paid to the Auctioneer as its commission so that the Auctioneer's total fees and expense reimbursement will not exceed the 10% buyer's premium. See Exhibit A attached hereto.

8. The Debtors believe that the granting of this Application is in the best interest of the creditors and the estate.

9. The Debtors have attempted to determine whether the Auctioneer or Andrew R. White are disinterested persons within the meaning of 11 U.S.C. §101(14) and Rules 2014 and 2016(a) of the Federal Rules of Bankruptcy Procedure. Attached hereto and incorporated herein is a Declaration and Verified Statement of Andrew R. White supporting the Debtors' conclusion that the Auctioneer is a disinterested person within the meaning of the Bankruptcy Code and Rules.

10. Andrew R. White is aware of the provisions of 11 U.S.C. §328 and has agreed on his own behalf and on behalf of the Auctioneer, notwithstanding the terms and conditions of employment set forth herein, that the Court may allow compensation different from the compensation provided herein if such terms and conditions prove to have been improvident in light of developments unanticipated at the time of the fixing of such terms and conditions.

11. For the foregoing and all other necessary and proper purposes, the Debtors desire to retain Real Estate Showcase Auction Company LLC and Andrew R. White as the Debtors' auctioneer in this case.

WHEREFORE, the Debtors pray that this Application be granted and that the Debtors be authorized to employ Real Estate Showcase Auction Company LLC as auctioneer to conduct an auction sale of the Debtors' real property on the terms and conditions contained in this Application.

Respectfully submitted,

/s/ Anthony J. DeGirolamo  
Anthony J. DeGirolamo (0059265)  
3930 Fulton Drive NW, Suite 100B  
Canton, Ohio 44718  
Telephone: 330-305-9700  
Facsimile: 330-305-9713  
Email: tony@ajdlaw7-11.com

CO-COUNSEL FOR THE  
DEBTORS AND DEBTORS  
IN POSSESSION

/s/ Erin R. Kick  
Erin R. Kick (0069362)  
Kick & Gilman, LLC  
245 Sandusky Street  
Ashland, Ohio 44805  
Telephone: 419-289-8080  
Email: ekick@kickandgilman.com

CO-COUNSEL FOR THE  
DEBTORS AND DEBTORS  
IN POSSESSION

### **CERTIFICATE OF SERVICE**

I hereby certify that on September 14, 2021, a copy of the foregoing Application was electronically transmitted via the Court's CM/ECF system to those listed on the Court's Electronic Mail Notice list:

- Jerry M. Bryan   jbryan@hendersoncovington.com
- Anthony J. DeGirolamo   tony@ajdlaw7-11.com, amber@ajdlaw7-11.com;G23630@notify.cincompass.com
- Erin R. Kick   ekick@KickAndGilman.com,  
kglawecf@gmail.com;sjenkins@kickandgilman.com;kicker67215@notify.bestcase.com
- David Ledman   david@ledmanlaw.com
- James W. Pry   jwp@spgmlaw.com
- Tricia L. Pycraft   tpycraft@ccj.com, giess@ccj.com
- Andrew W. Suhar   asuhar@suharlaw.com,  
oh36@ecfbis.com;aws@trustesolutions.com;mstewart@suharlaw.com;AWS@trustesolutions.net;trustee@suharlaw.com
- United States Trustee   (Registered address)@usdoj.gov

/s/ Anthony J. DeGirolamo  
Anthony J. DeGirolamo

The undersigned hereby certifies that a copy of the foregoing Application was served via regular U.S. Mail, postage prepaid, upon those listed below and on the attached service lists, this 14<sup>th</sup> day of September, 2021.

/s/ Anthony J. DeGirolamo  
Anthony J. DeGirolamo

Real Estate Showcase Auction Company LLC  
Attn: Andrew R. White  
1197 Glen Drive, Suite F  
Millersburg, Ohio 44654

Anthony J. and Elizabeth A. Collins  
977 Twp Rd. 1806  
Ashland, OH 44805-9319

Axis Ohio, LLC  
4685 St. Rte 133  
Batavia, OH 45103-9466

ChexSystems  
7805 Hudson Road, Suite 100  
Saint Paul, MN 55125-1703

Critchfield, Critchfield, & Johnson  
Patrick Noser, Esq.  
60 W 2nd St  
PO Box 127  
Ashland, OH 44805-0127

Equifax Credit Information Services  
PO Box 740241  
Atlanta, GA 30374-0241

Experian  
955 American Lane  
Schaumburg, IL 60173-4998

FARMERS NATIONAL BANK OF CANFIELD  
PO BOX 228  
NILES OH 44446-0228

Killbuck Watershed Land Trust  
2171-B Eagle Pass  
Wooster, OH 44691-5320

Loder Farms  
5892 Twp Rd 265  
Millersburg, OH 44654-9744

LVNV Funding, LLC  
55 Beattie Place, Ste 110  
Greenville, SC 29601-5115

OhiGro Inc  
533 Waldo Western Rd  
Prospect, OH 43342-9316

Ohio Attorney General  
Collection Enforcement Section  
30 East Broad St., 14th Floor  
Columbus, OH 43215-3414

Ohio Department of Agriculture  
Office of Farmland Preservation  
8995 East Main Street  
Reynoldsburg, OH 43068-3342

Pallotta Ford, Inc  
4199 Cleveland Rd.  
Wooster, OH 44691-1227

Park National Bank  
120 N Water St.  
Loudonville, OH 44842-1249

Transunion  
PO Box 900  
Woodlyn, PA 19094-0900

VOLKSWAGEN CREDIT UNION  
1401 FRANKLIN BLVD  
LIBERTYVILLE IL 60048-4460

Walnut Hill Feeds, Inc.  
6048 State Rte 598  
Shelby, OH 44875-9615

**EXHIBIT A**



# REAL ESTATE SHOWCASE AUCTION COMPANY, LLC

1197 Glen Dr., Suite F • Millersburg, Ohio 44654

330-674-7610

www.res.bid



## AUCTION LISTING AGREEMENT-REAL ESTATE EXCLUSIVE RIGHT TO SELL OR EXCHANGE

Date September 4, 2021

1  
2 **1) OWNER(S) INFORMATION:**

3 Owner(s) Name Samuel LYeater Trustee ETAL

4 Owner(s) Address 1003-B County Road 1754, Ashland OH 44805

5 Property Address Township Road 1806, Ashland

6 Parcel Number(s) O40-008-0-0010-01

7 Acres 40.093 County Ashland Twp. Vermillion

8 Telephone: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell Sam-419-651-6393

9 Email \_\_\_\_\_ Possession of property to be given ☒ at transfer of title  
☐ other \_\_\_\_\_

10 **2) LISTING PERIOD:**

11 This agreement shall begin on \_\_\_\_\_, 20\_\_\_\_ and shall expire at 12:00 midnight on \_\_\_\_\_, 20\_\_\_\_

12 **3) DATE OF AUCTION:**

13 I (We) the Owners(s) hereinafter collectively referred to as the Seller(s), hereby grant unto Real Estate Showcase Auction Company,  
14 LLC, 1197 Glen Dr. Suite F, Millersburg, OH 44654 doing business as RES Auction Services, hereinafter RES, Real Estate  
15 License # 2009004189 and Auction License # 2008000171 the Exclusive Right and authority to offer the above-named property at  
16 PUBLIC AUCTION on the \_\_\_\_\_ day of TBD, 20\_\_\_\_ for the highest and best bid.

17 AUCTIONEER will be: Andrew R. White, hereinafter Auctioneer.

18 Auctioneer as used herein shall include and substitute, assisting or apprentice auctioneer participating in the auction. Unless indicated  
19 differently on an Addendum attached hereto, the Auctioneer is associated with RES. ☐ Addendum attached.

20 The foregoing terms "RES" and "Auctioneer" are used throughout to describe the parties' respective roles; however, all agreements and  
21 covenants of the Owner shall run in favor of both RES and Auctioneer, regardless of which term is used herein.

22 **4) DEFINITIONS:**

23 **ABSOLUTE AUCTION:** means an Auction of real property to which all of the following apply:

24 a. The property is sold to the highest bidder without reserve.

25 b. The Auction does not require a minimum bid.

26 c. The Auction does not require competing bids of any type by the Seller(s) or an agent of the Seller(s).

27 d. The Seller(s) of the property cannot withdraw the property from Auction after the Auction is opened and there is public solicitation or  
28 calling for bids.

29 **RESERVE AUCTION:** means an Auction in which the Seller(s) or an agent of the Seller(s)–bidding on behalf of the Seller(s)–reserves  
30 the right to establish a stated minimum bid, the right to reject or accept any or all bids, or the right to withdraw the real property at any  
31 time prior to the completion of the Auction by the Auctioneer.



32 **5) TYPE OF AUCTION:**

33 This Auction will be:

34 ☐ **ABSOLUTE AUCTION**-Seller(s) represents that the Seller(s) has a bona fide intention to transfer ownership of the property to the  
35 highest bidder regardless of the amount of the highest bid and without reliance on any agreement that a particular bid or bid level be  
36 attained in order to transfer the property. Seller(s) further acknowledges that, if there are liens or encumbrances on the property sold,  
37 the consent of the lienholder to an Absolute Auction will be required, or other financial commitments as required by R. C. 4707.023.  
38 Seller(s) acknowledges that no one may bid on behalf of the Seller(s) at an Absolute Auction.

39 ☐ **RESERVE AUCTION**-\$\_\_\_\_\_ to be paid to either RES or to the named Auctioneer's Trust Account prior to the start of  
40 public advertising of the Auction. A detailed advertising schedule will be provided to the Seller(s). Should the advertising be less than the  
41 deposit retained the excess will be returned to the Seller(s). Should the advertising costs exceed the deposit retained, the Seller(s) to pay  
42 any additional amount. Seller(s) will also be charged \$\_\_\_\_\_ for a no sale fee. Should this be a Reserve Auction and no  
43 money for advertising has been collected, the Seller(s) agrees to pay RES the amount of advertising expenses that were incurred.

44 **OTHER:** \_\_\_\_\_

45 **6) AUCTION METHOD:**

46 ☒ Live Auction ☐ On-line Auction ☐ Combination Live/On-line

47 **IF AN ON-LINE AUCTION IS SELECTED:** Start date to be: \_\_\_\_\_ End date to be: \_\_\_\_\_

48 **7) COMMISSION/ADVERTISING:** Seller(s) agree to pay Real Estate Showcase Auction Co. a commission of, as follows below, plus  
49 advertising expenses:

50 \_\_\_\_\_ % of the purchase price

51 10 % Buyer's Premium of the high bid price

52 \_\_\_\_\_ % of the purchase price PLUS a \_\_\_\_\_ % Buyer's Premium

53 **If the Buyer's Premium is selected:** The buyer's premium will be charged to the buyer and added to the high bid price to calculate the  
54 contracted sales price. While the buyer will in essence be paying the commission, as the Buyer's premium is part of the total sale price,  
55 the commission will be paid from the seller(s) side on the settlement statement at closing.

56 **OTHER:** Buyers Premium will pay all marketing expenses with the balance as RES commission

57 **8) OTHER COSTS:** The Seller(s) shall also be charged the following costs at closing: Conveyance Fee to the county auditor based  
58 upon the purchase price, Taxes/Assessments pro-rated to the date of closing, one half(1/2) the Escrow Fee, any expense of releasing  
59 the mortgage if applicable, Deed Preparation, Title Search and ☐ Attorney's Certificate of Title or ☒ one half(50%) of the cost of an  
60 Owner's Policy of Title Insurance.

61 **9) SURVEY:** Should property require "Survey for Transfer" and sold in its entirety, the cost of the survey shall be at the Owners expense.  
62 Should the property be sold in parcels the buyer shall be charged \$\_\_\_\_\_ per parcel to offset the cost of the survey. **In the**  
63 **event the property is subject to Certified Agricultural Use Valuation ( CAUV) and has sufficient acreage to continue under the**  
64 **CAUV program, BUYER shall be liable to continue participating in the program or will be liable for any CAUV recoupment. In**  
65 **the event the acreage sold is not sufficient to continue receiving the CAUV credit then ☐ SELLER or ☒ BUYER shall be liable**  
66 **for the CAUV tax recoupment.**

67 **10) OTHER BROKERAGES:** RES will pay a referral fee to other Broker's who have made previous arrangements with RES.

68 **11) PROTECTION PERIOD:** RES shall be entitled to the commission stated in paragraph #7 if the property is sold or exchanged within  
69 6 months following the expiration of the listing period to anyone with whom RES had made contact relative to the sale of the property  
70 before the expiration of the listing period. However, this right to a commission with respect to a sale shall not be operative if the property  
71 is then listed with another real estate brokerage who will receive commission. During the protection period, RES shall have the right to  
72 continue negotiations with any prospective buyers with whom contact was made during the listing period.

73 **12) OWNERS REPRESENTATION:** Owner represents to RES and Auctioneer that (a) Owner/Seller is the sole owner of or has exclusive  
74 control of the property. (b) The Owner/Seller is fully authorized and able to enter into and perform upon the terms of this agreement.  
75 (c) To the best of Owner(s)/Seller(s) knowledge there are no latent or hidden, undisclosed defects pertaining to the property except as  
76 follows:

77 Owner/Seller has completed the Residential Property Disclosure and Lead Based Paint Disclosure-if applicable and understands the  
78 contents of any disclosures will be shared with prospective buyers in connection with the actual or anticipated sale of the property.  
79 Owner may be held responsible by the buyer for any latent or hidden, undisclosed defects in the property which are known to the Owner  
80 but which are not disclosed to the buyer at the time of the sale. Owner is aware of no other problems or defects in the property except as  
81 disclosed herein or stated on the Residential Property Disclosure or Lead Based Paint Disclosure if applicable.

82 **13) FAIR HOUSING:** It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and Federal  
83 Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse  
84 to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because  
85 of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status, disability as  
86 defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or  
87 in the provision of real estate RES services.

88 **14) OHIO'S SEX OFFENDER REGISTRATION AND NOTIFICATION LAW** requires the local sheriff to provide written notice to  
89 certain members of the community if a sex offender resides in the area. If you have or do receive notice from the sheriff's office pursuant  
90 to this law, you agree to disclose this fact to the Buyer in the purchase contract.

91 **15) PROPERTY PROMOTION:** Seller(s) agrees to make the property available for showing at all reasonable times by Brokerage, its  
92 associates and other Brokers designated by RES. Auctioneer is authorized to place signs on the real estate and to use pictures to promote  
93 its sale and to advertise the property on the internet. Seller ☐ does authorize ☒ does not authorize Auctioneer to place a lockbox on the  
94 property. Seller ☐ does authorize ☒ does not authorize Auctioneer to use the seller(s) name in public advertising.

95 **16) MISCELLANEOUS:**

96 a. Property may be placed on the MLS when public advertising begins. Seller(s) authorizes RES to report any changes after the Auction  
97 regarding the status of the sale of the property and other information pertaining to the sale, including the final sales price to the Multiple  
98 Listing Service if applicable.

99 b. Seller(s) agrees to immediately refer to RES all prospective buyers or other Brokers who contact Seller(s) for any reason and to  
100 provide RES with their names and addresses.

101 c. Seller(s) agrees, jointly and severally to indemnify and hold harmless Auctioneer and RES, its members, agents and employees, from  
102 and against any and all claims, demands and causes of action of any kind in any way related to this Auction, including but not limited to  
103 personal injury of third persons while in attendance to the Auction or claims related to the title, condition or use of the property sold.

104 d. Seller(s) warrants and represents to the Auctioneer that no bid rigging, collusion or other illegal or unethical behavior shall be  
105 participated in, condoned or permitted by Seller(s). Seller(s) acknowledges that absentee bids may be executed on behalf of the bidder  
106 by Auctioneer or employer however such bids will not be disclosed to Seller(s) in effort to encourage all bids. Auctioneer shall be  
107 responsible for the collection of absentee funds unless otherwise agreed.

108 e. Seller(s) has read the foregoing contract and agrees to the conditions thereof. No modification of the agreement shall be effective  
109 unless made in writing and signed by the parties hereto.

110 f. It is agreed this contract shall be binding upon the undersigned and the separate heirs, administrators, executors, assigns and  
111 successors in interest of the undersigned.

112 **17) OWNER(S)/SELLER(S) Attorney/Title Co.:** Erin Kick, Kick & Gillman LLC Ph: 419-289-8080

113 **18) SPECIAL CONDITIONS:** Sellers' obligations under this contract are contingent on their obtaining permission  
114 to sell this property by the US Bankruptcy Court , Northern District of Ohio, in Case No. 21-60861

115 **19) MINERAL RIGHTS:** ☒ Mineral rights owned by Seller(s) DO transfer subject to leases of record

116 ☐ Mineral rights DO NOT transfer

☐ Seller(s) disclosure regarding Mineral Rights attached

117 Seller(s) acknowledges a copy of:

118 ☒ Listing Contract ☐ Residential Property Disclosure ☐ Lead Paint Disclosure ☒ Consumer Guide ☐ Mineral Rights Disclosure

119 Mortgage at \_\_\_\_\_ Contact \_\_\_\_\_ Ph. \_\_\_\_\_

120 **Signature of Owner(s)/Seller(s):** \_\_\_\_\_ **Date** \_\_\_\_\_

121 \_\_\_\_\_

122 *NOTE: If married both husband and wife should sign agreement*

123 Accepted by RES, By: \_\_\_\_\_ Date \_\_\_\_\_

124 Accepted by Auctioneer, By: \_\_\_\_\_ Date \_\_\_\_\_

Print

| Property Information                                |                                       |                       |        |                                                                                                       |                   |
|-----------------------------------------------------|---------------------------------------|-----------------------|--------|-------------------------------------------------------------------------------------------------------|-------------------|
| <b>Property Number</b>                              | O40-008-0-0010-01                     |                       |        | <b>Property Address:</b><br>TWP RD 1806                                                               |                   |
| <b>Owner Name</b>                                   | YEATER SAMUEL L TRUSTEE ETAL          |                       |        |                                                                                                       |                   |
| <b>Owner Address</b>                                | 1003-B CO RD 1754<br>ASHLAND OH 44805 |                       |        | <b>Tax Payer Address:</b><br>YEATER SAMUEL L ETAL<br><br>1003-B CO RD 1754<br>ASHLAND OH 44805<br>USA |                   |
| <b>Tax Set</b>                                      | O40 VERMILLION TWP.-HILLSDALE SD      |                       |        |                                                                                                       |                   |
| <b>School District</b>                              | 302 HILLSDALE LSD                     |                       |        |                                                                                                       |                   |
| <b>Neighborhood</b>                                 | 04001 04001                           |                       |        |                                                                                                       |                   |
| <b>Use Code</b>                                     | 101 Cash - grain or general farm      |                       |        |                                                                                                       |                   |
| <b>Acres</b>                                        | 40.09300                              |                       |        |                                                                                                       |                   |
| <b>Description</b>                                  |                                       |                       |        |                                                                                                       |                   |
| TWP RD 1806 SECTION 8 D-1                           |                                       |                       |        |                                                                                                       |                   |
| <b>Assessment Info</b>                              |                                       | <b>Current Value</b>  |        | <b>Recent Transfer</b>                                                                                |                   |
| <b>Board of Revision</b>                            | N                                     | <b>Mkt Land Value</b> | \$0    | <b>Valid Sale</b>                                                                                     | N                 |
| <b>Homestead/Disability</b>                         | N                                     | <b>CAUV</b>           | \$0    | <b># Parcels</b>                                                                                      | 1                 |
| <b>2.5% Reduction</b>                               | N                                     | <b>Mkt Impr Value</b> | \$0    | <b>Deed Type</b>                                                                                      | Quit Claim Exempt |
| <b>Divided Property</b>                             | N                                     | <b>Total</b>          | \$0    | <b>Amount</b>                                                                                         | \$0               |
| <b>New Construction</b>                             | N                                     | <b>Current Tax</b>    |        | <b>Sale Date</b>                                                                                      | 8/26/2021         |
| <b>Foreclosure</b>                                  | N                                     | <b>Annual Tax</b>     | \$0.00 | <b>Conveyance</b>                                                                                     |                   |
| <b>Other Assessments</b>                            | N                                     | <b>Paid</b>           | \$0.00 | <b>Deed #</b>                                                                                         |                   |
| <b>Front Ft.</b>                                    | N                                     | <b>Balance Due</b>    | \$0.00 |                                                                                                       |                   |
| << Previous Card      Card 1 of 0      Next Card >> |                                       |                       |        |                                                                                                       |                   |

Land

CAUV Land Lines

NO RESULTS MESSAGE: NO CAUV LAND FOUND

Card - 1

Improvements

IMPR Type

Description

Area

Length

Width

Year Built

Value

No Improvements Found

Card - 1

-- Card 1

Property Sketch

image  
unavailable

**EXHIBIT B**

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION, CANTON**

|                        |                     |
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| In re:                 | : Case No. 21-60861 |
|                        | :                   |
| SAMUEL L YEATER and    | : Chapter 12        |
| MARJORIE L. YEATER,    | :                   |
|                        | : Judge Russ Kendig |
|                        | :                   |
| Debtors and            | :                   |
| Debtors-in-Possession. | :                   |
|                        | :                   |
| -----X                 |                     |

**DECLARATION AND VERIFIED STATEMENT OF  
ANDREW R. WHITE, REAL ESTATE SHOWCASE AUCTION COMPANY LLC**

The undersigned, Andrew R. White, hereby states:


1. He is an auctioneer duly licensed by the State of Ohio to conduct a public auction of the assets described in the annexed Application to Employ Auctioneer (the "Application").
2. That he is an employee of Real Estate Showcase Auction Company LLC and that all the employees of Real Estate Showcase Auction Company LLC who may be rendering similar services are also duly licensed auctioneers in the State of Ohio.
3. That he has read the Application and that he and Real Estate Showcase Auction Company LLC agree to and approve all the terms and conditions therein.
4. That neither he nor Real Estate Showcase Auction Company LLC has any connection with the Debtors, the Trustee, the Creditors, or any other party in interest, or their respective attorneys

and/or accountants, the United States Trustee or any person employed in the Office of the United States Trustee.

5. That he and Real Estate Showcase Auction Company LLC are disinterested persons and do not hold or represent any interest adverse to the interest of the estate.

6. That neither he nor any employee of Real Estate Showcase Auction Company LLC. is a relative of the Bankruptcy Judge approving the employment of Real Estate Showcase Auction Company LLC., and no employee of Real Estate Showcase Auction Company LLC., including Andrew R. White, is or has been connected with the United States Trustee or the Bankruptcy Judge so as to render the appointment of Real Estate Showcase Auction Company LLC improper.

Verified under penalty of perjury that the foregoing is true and correct this 10 day of September, 2021.

  
\_\_\_\_\_  
Andrew R. White

SWORN TO BEFORE me and subscribed in my presence by Andrew R. White on this 10 day of September, 2021.



KAYLA GEISER  
Notary Public, State of Ohio  
My Commission Expires:  
December 02, 2024

  
\_\_\_\_\_  
Notary Public

**EXHIBIT C**

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION, CANTON**

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|                        | : Judge Russ Kendig |
|                        | :                   |
| Debtors and            | :                   |
| Debtors-in-Possession. | :                   |
|                        | :                   |
| -----X                 |                     |

**ORDER AUTHORIZING THE DEBTORS TO RETAIN AND EMPLOY  
REAL ESTATE SHOWCASE AUCTION COMPANY LLC AS AUCTIONEER**

This matter coming to be heard on the Application of the Debtors for Authority to Retain and Employ Real Estate Showcase Auction Company LLC (the “Auctioneer”) (the “Application”), filed by the debtors and debtors in possession (the “Debtors”); the Court having reviewed the Application and the Disclosure of Compensation and Verified Statement of Andrew R. White, attached to the Application as Exhibit A (the “Verified Statement”); the Court finding that: (a) the



Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (c) venue of this chapter 12 case and the Application is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and (d) notice of the Application was sufficient under the circumstance; and the Court having determined that the legal and factual bases set forth in the Application and the Verified Statement establish just cause for the relief granted herein;

**IT IS HEREBY ORDERED THAT:**

1. The Application shall be, and hereby is, GRANTED.
2. Capitalized terms not otherwise defined herein have the meanings given to them in the Application and the Verified Statement.
3. The Debtors are authorized to retain and employ the Auctioneer as auctioneer in the Debtors' chapter 12 case, pursuant to section 327(a) of the Bankruptcy Code or Bankruptcy Rule 2014, and the terms set forth in the Application.
4. The Auctioneer shall be compensated for such services and reimbursed for any related expenses at the closing of the sale of the Debtors' real property in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules and any other applicable orders of this Court.

# # #

**PREPARED BY:**

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**CO-COUNSEL TO THE DEBTORS  
AND DEBTORS IN POSSESSION**

### **CERTIFICATE OF SERVICE**

I hereby certify that on \_\_\_\_\_, 2021, a copy of the foregoing Order was electronically transmitted via the Court's CM/ECF system to those listed on the Court's Electronic Mail Notice list:

- Jerry M. Bryan   jbryan@hendersoncovington.com
- Anthony J. DeGirolamo   tony@ajdlaw7-11.com, amber@ajdlaw7-11.com;G23630@notify.cincompass.com
- Erin R. Kick   ekick@KickAndGilman.com, kglawecf@gmail.com;sjenkins@kickandgilman.com;kicker67215@notify.bestcase.com
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- Andrew W. Suhar   asuhar@suharlaw.com, oh36@ecfbis.com;aws@trustesolutions.com;mstewart@suharlaw.com;AWS@trustesolutions.net;trustee@suharlaw.com
- United States Trustee   (Registered address)@usdoj.gov

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Deputy Clerk

The undersigned hereby certifies that a copy of the foregoing Order was served via regular U.S. Mail, postage prepaid, upon those listed below and on the attached service lists, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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Deputy Clerk

Real Estate Showcase Auction Company LLC  
Attn: Andrew R. White  
1197 Glen Drive, Suite F  
Millersburg, Ohio 44654

Anthony J. and Elizabeth A. Collins  
977 Twp Rd. 1806  
Ashland, OH 44805-9319

Axis Ohio, LLC  
4685 St. Rte 133  
Batavia, OH 45103-9466

ChexSystems  
7805 Hudson Road, Suite 100  
Saint Paul, MN 55125-1703

Critchfield, Critchfield, & Johnson  
Patrick Noser, Esq.  
60 W 2nd St  
PO Box 127  
Ashland, OH 44805-0127

Equifax Credit Information Services  
PO Box 740241  
Atlanta, GA 30374-0241

Experian  
955 American Lane  
Schaumburg, IL 60173-4998

FARMERS NATIONAL BANK OF CANFIELD  
PO BOX 228  
NILES OH 44446-0228

Killbuck Watershed Land Trust  
2171-B Eagle Pass  
Wooster, OH 44691-5320

Loder Farms  
5892 Twp Rd 265  
Millersburg, OH 44654-9744

LVNV Funding, LLC  
55 Beattie Place, Ste 110  
Greenville, SC 29601-5115

OhiGro Inc  
533 Waldo Western Rd  
Prospect, OH 43342-9316

Ohio Attorney General  
Collection Enforcement Section  
30 East Broad St., 14th Floor  
Columbus, OH 43215-3414

Ohio Department of Agriculture  
Office of Farmland Preservation  
8995 East Main Street  
Reynoldsburg, OH 43068-3342

Pallotta Ford, Inc  
4199 Cleveland Rd.  
Wooster, OH 44691-1227

Park National Bank  
120 N Water St.  
Loudonville, OH 44842-1249

Transunion  
PO Box 900  
Woodlyn, PA 19094-0900

VOLKSWAGEN CREDIT UNION  
1401 FRANKLIN BLVD  
LIBERTYVILLE IL 60048-4460

Walnut Hill Feeds, Inc.  
6048 State Rte 598  
Shelby, OH 44875-9615